



# DESIGN PROPOSAL

Prepared by: Kirsten Gord



## THE DESIGNER

Kirsten Gord – KG Design  
32 Dixon Rd, Sheffield, South Yorkshire, S6 4FZ, UK  
Phone: 011 44 7786 406 813  
Email: [kirstengorddesign@gmail.com](mailto:kirstengorddesign@gmail.com)

## THE COMPANY

Work In Industry Now – San Antonio, TX

## THE PROJECT

Mobile App Design and Prototype

**KG DESIGN**

Designer: Kirsten Gord



## ABOUT KIRSTEN

I'm a designer, developer and mother of two living in the UK. I'm passionate about empowering others through design and technology. I'm a problem solver and I find great joy in creating innovative solutions. I really enjoy working on products end to end, from design and ideation through to development.

## THE COMPANY

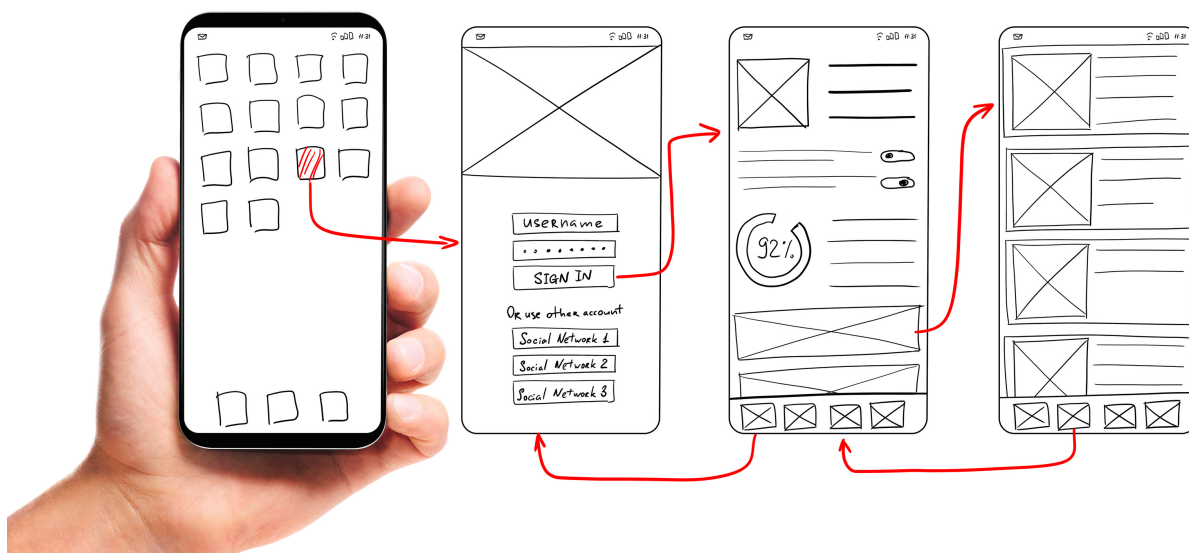
### WORK IN INDUSTRY NOW

Work In Industry Now is working to link students/people to local, experiential learning opportunities. The first step is to disrupt and bring equity to the HR application process through an app. The app will humanize the process by providing advice and matching potential skill sets with opportunities through an easy to use interface.

## THE PROJECT

### MOBILE APP DESIGN

- Create a low fidelity prototype of app for users by 25/6/2021
- Create a high fidelity prototype of the app



**KG DESIGN**

Designer: Kirsten Gord



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# THE PROCESS

**1**

## USER RESEARCH

This will include an initial meeting with Wiin to discuss specific design considerations. I will need to learn more about the backend functionality in order to design a functional front-end. I will use all of the current research you have done with users and employers, including specific pain points to inform my design.

**2**

## DESIGN/IDEATE

- I start with paper wireframes and do several iterations for each screen. I'll work with you to pick the best parts of each wireframe and use these to create the final paper wireframe for each screen.
- I use the paper wireframes to create digital wireframes in Figma. We can set up a team on Figma so you will be able to view and make notes on the digital wireframes.
- After lo-fi wireframes/prototype are finalized I will begin working on the UI (user interface) design for each screen.

**3**

## PROTOTYPE

- The digital wireframes are then converted into a low fidelity prototype on Figma.
- Once UI design is finalized, I will create a high-fidelity prototype.

**4**

## USER TESTING

- User testing to be organized by Sandra as potential users will need to be local.
- It's a great idea to do some preliminary testing with potential users with the lo-fi prototype to address any issues that may come up before starting on the high-fidelity designs.
- Use the high-fidelity prototype to test with a wide range of users to identify issues.

**5**

## DESIGN REVISIONS

Address issues identified in user testing and make changes to design prototypes.



# COST

The flat rate option for this project is \$1650. I require a 50% (\$825) down payment to begin working.

Activity	Est. Hours
Paper wireframes	12
Digital wireframes/lo-fi prototype	6
UI design/hi-fi prototype	40
Flat Rate	\$1650 <input type="checkbox"/>





## RECOMMENDATION



**Raphaella Silva**

Government Affairs Manager at Apartment  
Association of Greater Dallas

“

Kirsten is a fantastic web designer and brand creator. Kirsten worked on a project of mine, and not only was she extremely responsive and attentive to my needs, she also brought creative ideas and strategies to the table that ultimately helped me achieve my objectives in a more effective manner. Kirsten is skilled and highly curious about new technologies and software platforms, which make working with her an absolute pleasure. I hope to work with Kirsten again in the future!

”

## NEXT STEPS

1

Accept proposal by signing on the following page and return to Kirsten. A photo or screenshot of the signature page only is required.

2

We'll arrange our first design meeting where we can discuss specific design considerations and user research.

3

After acceptance signature is received, I'll be in touch shortly with your invoice for the down payment.

**KG DESIGN**

Designer: Kirsten Gord



**To approve this proposal,  
please sign below.**

Please see terms and conditions starting on page 8.

I, Sandra Gonzalez-Lamb, agree to the terms of this agreement.

**Sign:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Please return to Kirsten Gord

Email: [kirstengorddesign@gmail.com](mailto:kirstengorddesign@gmail.com)

Twitter DM: [@kirstengord](https://twitter.com/kirstengord)

WhatsApp: 011 44 7786 406 813



# TERMS AND CONDITIONS

This Mobile Application Design Agreement (the "Agreement") is entered into as of date of signature by and between Kirsten Gord, (the "Designer"), and Work In Industry Now a State of Incorporation Limited Liability Corporation (the "Company," and together with the 'Designer', the "Parties").

## RECITALS

WHEREAS, the Company is engaged in providing Primary Business of the Company; and

WHEREAS, the Designer is engaged in the business of designing mobile application solutions; and

WHEREAS, the Company wishes to engage the Designer as an independent contractor for the Company for the purpose of designing the Company's mobile application (the "Application") on the terms and conditions set forth below; and

WHEREAS, the Designer wishes to design the Application and agrees to do so under the terms and conditions of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

### 1. PURPOSE.

The Company hereby appoints and engages the Designer, and the Designer hereby accepts this appointment, to perform the services described on Page 4 - THE PROCESS and made a part hereof, in connection with the design and development of the Application.

### 2. COMPENSATION.

The total compensation for the design of the application shall be as set forth on Page 5 - COST. A 50%(\$825) down payment is required before work will begin, as set forth on Page 5 - COST.

### 3. TERM.

This Agreement shall become effective as of the date of signature and, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement, will continue until the Services have been satisfactorily completed and the Designer has been paid in full for such Services (the "Term").



#### 4. TERMINATION.

(a) Types of Termination. This Agreement may be terminated:

By either Party on provision of seven (7) days written notice to the other Party.

By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within three (3) days of receipt of written notice thereof. This shall include any delays to the timeline specified.

By the Company at any time and without prior notice, if the Designer is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this Agreement.

(b) Responsibilities after Termination. Following the termination of this Agreement for any reason, the Company shall promptly pay the Designer according to the terms for Services rendered before the effective date of the termination (the "Termination Date"). The Designer acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement. All intellectual property developed pursuant to this Agreement before the Termination Date shall be delivered to the Company within one day of the Termination Date.

#### 5. RESPONSIBILITIES.

(a) Of the Designer. The Designer agrees to do each of the following:

Design the Application System as detailed on Page 4 - THE PROCESS to this Agreement, and extend its best efforts to ensure that the design and functionality of the Application System meets the Company's specifications.

Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner and to the timeframe specified.

Perform the Services in a workmanlike manner and with professional diligence and skill, as a fully-trained, skilled, competent, and experienced personnel.

On completion of the Application Design provide all files to the Company.

Provide Services and an Application Design that are satisfactory and acceptable to the Company and substantially free of defects.

Communicate with the Company regarding progress it has made with respect to the milestones listed in performing the Services upon an agreeable time each week.

(b) Of the Company. The Company agrees to do each of the following:

Engage the Designer as the creator of its Application Design as further detailed.

Provide all assistance and cooperation to the Designer in order to complete the Application Design timely and efficiently.

Provide initial information, and supply all specifications for the Application Design.

## 6. CONFIDENTIAL INFORMATION.

The Designer agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Designer by the Company either directly or indirectly.

## 7. PARTIES' REPRESENTATIONS AND WARRANTIES.

(a) The Parties each represent and warrant as follows:

Each Party has full power, authority, and right to perform its obligations under the Agreement.

This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).

Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(b) The Designer hereby represents and warrants as follows:

The Designer has the right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.

The Designer has the experience and ability to perform the Services required by this Agreement.

The Designer has the right to perform the Services required by this Agreement at any place or location, and at such times as the Designer shall determine.

The Services shall be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Designer shall obtain all permits or permissions required to comply with such laws, rules, or regulations.

The Services required by this Agreement shall be performed by the Designer, and the Company shall not be required to hire, supervise, or pay any assistants to help the Designer perform such services.

The Designer is responsible for paying all ordinary and necessary expenses of itself or its staff.

(c) The Company hereby represents and warrants as follows:

The Company will make timely payments of amounts earned by the Designer under this Agreement and as detailed.

The Company shall notify the Designer of any changes to its procedures affecting the Designer's obligations under this Agreement at least three days prior to implementing such changes.

The Company shall provide such other assistance to the Designer as it deems reasonable and appropriate.

## 8. TIMING AND DELAYS.

The Designer recognizes and agrees that failure to deliver the Application Design in accordance with the delivery schedule detailed to this Agreement will result in expense and damage to the Company. The Designer shall inform the Company immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the Application Design according to such schedule. If a delivery date is missed, the Company may, in its sole discretion, declare such delay a material breach of the Agreement under subsection 4(a) and pursue all of its legal and equitable remedies. The Company may not declare a breach, and the Designer cannot be held in breach of this Agreement, of this section if such delay is caused by an action or failure of action of the Company. In such case, the Designer will provide the Company with written notice of the delay and work on the Application Design until the reason for the delay has been resolved by the Company and written notice of that resolution has been provided to the Designer.

## 9. NATURE OF RELATIONSHIP.

(a) Independent Contractor Status. The Designer agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Designer is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Designer's compensation hereunder. The Designer shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

(b) Indemnification of Company by Designer. The Company has entered into this Agreement in reliance on information provided by the Designer, including the Designer's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Designer is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Designer's own actions, the Designer shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Designer and/or the Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Designer's earnings had the Designer been on the Company's payroll and employed as an employee of the Company.

#### 10. WORK FOR HIRE.

(a) Work for Hire. The Developer expressly acknowledges and agrees that any all proprietary materials prepared by the Designer under this Agreement shall be considered "works for hire" and the exclusive property of the Company unless otherwise specified. These items shall include, but shall not be limited to, any and all deliverables resulting from the Designer's Services or contemplated by this Agreement, all tangible results and proceeds of the Services, works in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, databases, software, programs, middleware, applications, and solutions conceived, made, or discovered by the Designer, solely or in collaboration with others, during the Term of this Agreement relating in any manner to the Designer's Services.

(b) Additional Action to Assign Interest. To the extent such work may not be deemed a "work for hire" under applicable law, the Designer hereby assigns to the Company all of its right, title, and interest in and to such work. The Designer shall execute and deliver to the Company any instruments of transfer and take such other action that the Company may reasonably request, including, without limitation, executing and filing, at the Company's expense, copyright applications, assignments, and other documents required for the protection of the Company's rights to such materials.

(c) Notice of Incorporation of Existing Work. If the Designer intends to integrate or incorporate any work that it previously created into any work product to be created in furtherance of its performance of the Services, the Designer must obtain the Company's prior written approval of such integration or incorporation. If the Company, in its reasonable discretion, consents, the Company is hereby granted an exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, distribute, modify, publish, and otherwise exploit the incorporated items in connection with the work product designed for the Company.

#### 11. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Designer hereby warrants to the Company that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term, the Designer is free to engage in other development activities; provided, however, the Designer shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Developer's obligations or the scope of Services to be rendered for the Company pursuant to this Agreement.

#### 12. INDEMNIFICATION.

(a) Of Company by Designer. The Designer shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Designer arising from or connected with the Designer's carrying out of its duties under this Agreement, or (ii) the Designer's breach of any of its obligations, agreements, or duties under this Agreement.

(b) Of Designer by Company. The Company shall indemnify and hold harmless the Designer from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Company's operation of its business, (ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the Company's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Designer.

### 13. INTELLECTUAL PROPERTY.

(a) No Intellectual Property Infringement by Designer. The Designer hereby represents and warrants that the use and proposed use of the Application by the Company or any third party does not and shall not infringe, and the Designer has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial design, or other rights of any third party in the Application.

(b) No Intellectual Property Infringement by Company. The Company represents to the Designer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Designer for inclusion in the Application are owned by the Company, or that the Company has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend the Designer and its subcontractors from any liability (including attorneys' fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Company.

(c) Continuing Ownership of Existing Trademarks. The Designer recognizes the Company's right, title, and interest in and to all service marks, trademarks, and trade names used by the Company and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's right, title, and interest therein, nor shall the Designer cause diminishment of value of said trademarks or trade names through any act or representation. The Designer shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Designer shall cease to use all of the Company's trademarks, marks, and trade names.

### 14. AMENDMENTS.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

### 15. ASSIGNMENT.

The Company may assign this Agreement freely, in whole or in part. The Designer may not, without the written consent of the Company, assign, subcontract, or delegate its obligations under this Agreement, except that the Designer may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by the Company of written notice of such assignment or transfer.

### 16. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

#### 17. FORCE MAJEURE.

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

#### 18. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### 19. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

#### 20. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### 21. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

#### 22. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.